



# CITY OF LODI

## COUNCIL COMMUNICATION

AGENDA TITLE: State-Mandated Cost Claiming Proposal

MEETING DATE: October 6, 1993

PREPARED BY: Assistant City Manager

RECOMMENDED ACTION: That the City Council authorize David M. Griffith and Associated, Ltd. (DMG) to prepare the City of Lodi's SB90 claims, and authorize the City Manager to execute the Agreement with DMG.

BACKGROUND: SB90 is the short form of legislation passed a number of years ago requiring the State to reimburse cities for mandated costs. DMG has been doing this for the City for quite some time. They specialize in State-mandated cost filings and have an excellent track record.

Because they specialize in this type of work, they make little demand on the City staff. The actual cost to the City of Lodi will be slight, as the cost of submitting the claim is reimburseable.

Staff does not have the time nor expertise to perform this work in the same manner as DMG. Therefore, we strongly urge the Council to authorize this agreement.

FUNDING: Budgeted for in the 1993/94 Operating Budget.

Respectfully submitted,

Jerry L. Glenn  
Assistant City Manager

JLG/vc

APPROVED: \_\_\_\_\_

THOMAS A. PETERSON  
City Manager



recycled paper



DAVID M. GRIFFITH AND ASSOCIATES, LTD.

August 26, 1993

Mr. Jerry Glenn  
Assistant City Manager  
City of Lodi  
Call Box 3006  
Lodi, CA 95241-1910

SEP 02 93  
City Manager's Office

**RE: State Mandated Cost Claiming Proposal**

Dear Mr. Glenn:

The 1993-94 state mandated cost claiming season has arrived. The State Budget and this year's SB 90 claims bill have both passed. Once again, David M. Griffith & Associates (DMG) would welcome the opportunity to prepare the City of Lodi's SB 90 claims.

This year the process will be somewhat different from past years. As you know, each fall cities file prior year actual cost claims and estimated claims for the current fiscal year. This year the process and deadlines for filing your FY 1992-93 actual costs claims has been divided into two distinct periods - one covering the full fiscal year and one covering last July and August when the State went without a Budget. The result is more claims to prepare, but not necessarily much additional revenue for the City. A list of the claims is provided on the first page of the attached contract.

**1992-93 Annual and Two-Month Claims**

Despite the State's budget difficulties, there are a number of mandates which are still eligible for reimbursement. DMG will file claims associated with this Fall's annual claiming instructions and the instructions associated with the two month claims covering costs incurred in July and August 1992 for previously suspended mandates.

The Controller still has not determined how the two-month claims will be filed. The three options being considered: 1) paying actual costs for these months, 2) paying 1/6th of the costs of actual annual costs, or 3) some combination of the first two options, depending on the program being claimed.

We anticipate that this years two part claiming cycle will require more effort than past annual claiming periods. More people will need to be interviewed and more claims will need to be prepared and filed. While the two claiming processes need to be coordinated, the claims themselves will be submitted to the Controller under two separate sets of claiming instructions and deadlines.

## **Costs of Services**

DMG will prepare all regular and two-month state mandated cost claims for \$4,000 dollars. The payment is split 60-40, with 60% due upon submission of the claims due in November and 40% due upon submission of the 2-month claims at a subsequent date.

## **Advantages of DMG's Services**

There are several reasons to join the over 130 cities and 25 counties that use DMG's state mandated costs claim filing services each year.

- **State Reimbursement for DMG Claim Preparation Costs**

The costs of preparing the City's State mandated cost claims is reimbursed by the State. That includes the city staff time and the consultant's costs. You may have recently received a letter from the Controller indicating they are currently reviewing what consultant costs are reimbursable. We have had several discussions with the Controller's office on this issue and hope to get a final decision from them before too long. Based on those discussions, we believe most, if not all of our fees will continue to be reimbursed by the State.

- **Knowledge of Programs and Eligible Costs**

DMG has specialized in the state mandated cost area for nearly ten years. To our knowledge, we are the only firm that actually files state mandated cost claims. Our consultants are well grounded in each mandate and the associated activities that are eligible for payment.

- **Increased Indirect Costs for Each Claim**

DMG is a cost accounting firm and one of its claiming strengths is preparing separate indirect cost rate proposals (ICPRs) to apply to the direct personnel costs in each department involved with state mandated cost activities. By developing ICPRs we are often able to substantially increase the claim amount.

## **David M. Griffith & Associates, Ltd.**

DMG is a national firm serving state and local governments. Over 225 cities and special districts and all 58 counties in California are clients of DMG. In the State Mandated Cost area, we are the only firm serving local governments. We are endorsed by both the League of California Cities and the California State Association of Counties for SB 90 cost claiming.

**Contract Enclosed**

For your convenience, I have enclosed two copies of an executed contract for claim filing services. If you wish to retain our services, simply sign and return one copy of the executed Agreement to me. To guarantee acceptance, the attached Agreement should be signed and returned by September 30, 1993 so we can schedule and compete the work in a timely fashion.

Thank you for your consideration of our proposal. I will be contacting you in the near future to determine your interest in our services. In the meantime, if you have any questions, you can reach me or David Wellhouse, in our Sacramento office, at (916) 485-8102 or Terry Birgel, in our Pasadena office at (818) 564-0406.

Sincerely yours,

A handwritten signature in dark ink, appearing to read 'Allan P. Burdick', with a large, sweeping flourish above the name.

Allan P. Burdick  
Vice President

APB:nr

Enclosure

**Agreement to Provide  
Mandated Cost Claiming Services**

The City of Lodi (hereinafter "City") and David M. Griffith & Associates, Ltd. (Hereinafter "Consultant") jointly agree as follows:

**1. Scope of Services**

The Consultant shall prepare claims for reimbursable state mandated costs as provided herein.

**Annual State Mandated Cost Claims**

The Consultant shall prepare, submit and file on the City's behalf the following state mandated cost claims for fiscal year 1992-93 actual costs and, where applicable, 1993-94 estimated costs.

- (1) Open Meetings Act requirement as specified in Chapter 641, Statutes of 1986.
- (2) Police Department Domestic Violence Calls as specified in Chapter 1609, Statutes of 1984.
- (3) Police Department Missing Persons Reports as specified in Chapter 1456, Statutes of 1988.
- (4) Police Department Disabled Motorist Assistance as specified in Chapter 1203, Statutes of 1985.
- (5) Police Department Destruction of Marijuana Records as specified in Chapter 952, Statutes of 1976.
- (6) Police Department CPR Pocket Masks as specified in Chapter 1334, Statutes of 1987.
- (7) Business License Tax Reporting Requirements as specified in Chapter 1490, Statutes of 1984.
- (8) Firefighters' Personal Alarm Devices as specified in Title 8, California Administrative Code.
- (9) Structural and Wildland Firefighters Safety Clothing and Equipment specified in Title 8, California Administrative Code.
- (10) Firefighter Cancer Presumption as specified in Chapter 1568, Statutes of 1982.

- (11) Regional Housing Need Determinations as specified in Chapter 1143, Statutes of 1980.
- (12) Absentee Ballots as specified in Chapter 77, Statutes of 1978.
- (13) Mandate Reimbursement Process as authorized by Chapter 486, Statutes of 1975 and Chapter 1489, Statutes of 1984.
- (14) Other Claims. The Consultant may also file additional claims if any such claims remain and it is economically justified to file same.

The claims to be filed under Scope of Services are both claims that are included in the State Controller's claiming instructions that provide for claims to be submitted by either November 30, 1993 or 120 days after their issuance.

2. **Consultant Claim Filing Requirements**

The Consultant shall file these claims to the extent that appropriate documentation is available and verifiable. The City explicitly acknowledges that the Consultant does not warrant under Scope of Services that claims will be filed for all of the applicable mandates listed.

3. **Compensation and Method of Payment**

Compensation and method of payment shall be as follows for services provided pursuant to Scope of Services.

A. **Compensation**

For all the above services provided pursuant to Scope of Services, the City agrees to pay Consultant a fixed fee of \$4,000.

B. **Method of Payment**

Payment shall be made in two installments, an initial pay equal to sixty percent (60%) of the fixed fee and a second installment equal to forty percent (40%) of the fixed fee. The City agrees to pay the first installment to the Consultant upon submission of the claims to the State Controller due November 30, 1993 the sum of \$2,400. The City agrees to pay the Consultant the second and final installment upon submission of the remaining claims to the State Controller due 120 days from the date the Controller's claiming instructions are mailed the sum of \$1,600. The Consultants fee shall be due upon receipt of the Consultant's invoice following submission of each set of claims.

**4. Services and Materials to be Furnished by the City**

The Consultant shall provide guidance to the City in determining the data required for claims submission. The Consultant shall assume all data so provided to be correct. The City further agrees to provide all specifically requested data, documentation and information to the Consultant in a timely manner. Consultant shall make its best effort to file claims in a timely manner pursuant to Scope of Services. Consultant shall not be liable for claims that cannot be filed as a result of inadequate data or data provided in an untimely manner. For purposes of this Agreement, data that is requested prior to October 31, 1993 must be received by the Consultant by November 10, 1993 to be deemed to have been received in a timely manner.

**5. Not Obligated to Third Parties**

The City shall not be obligated or liable hereunder to any party other than the Consultant.

**6. Consultant Liability if Audited**

The Consultant will assume all financial and statistical information provided to the Consultant by City employees or representatives is accurate and complete. Any subsequent disallowance of funds paid to the City under the claims for whatever reason is the sole responsibility of the City.

**7. Indirect Costs**

The cost claims to be submitted by the Consultant may consist of both direct and indirect costs. The Consultant may either utilize the ten percent (10%) indirect cost rate allowed by the State Controller or calculate a higher rate if City records support such a calculation. The Consultant by this Agreement is not required to prepare a central service cost allocation plan or a departmental indirect cost rate proposal for the City.

**8. Consultant Assistance if Audited**

The Consultant shall make workpapers and other records available to the state auditors. The Consultant shall provide assistance to the City in defending claims submitted if an audit results in a disallowance of at least twenty percent (20%) or seven hundred fifty dollars (\$750), whichever is greater. Reductions of less than twenty percent (20%) or seven hundred fifty dollars (\$750) shall not be contested by the Consultant.

**9. Insurance**

Consultant shall take out and maintain appropriate general liability insurance, workers' compensation insurance, automobile insurance, and professional liability insurance.

10. **Changes**

The City may, from time to time, require changes in the scope of services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the City and the Consultant, shall be incorporated in written amendment to this assignment.

11. **Termination of Agreement**

If, through any cause, the Consultant shall fail to fulfill in timely and proper manner its obligation under this agreement, the City shall thereupon have the right to terminate this agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

12. **City Contact Person**

The City designates the following individual as contact person for this contract:

Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Title: \_\_\_\_\_ Fax: \_\_\_\_\_

Address: \_\_\_\_\_

13. **Contract Validity Date**

To be valid, this contract must be signed by the City by September 30, 1993. If signed after that date, the Consultant cannot guarantee acceptance of the Agreement unless otherwise agreed upon.

**OFFER IS MADE BY CONSULTANT**

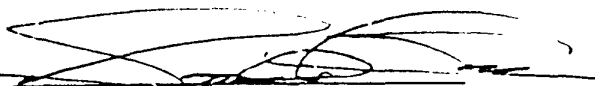
**OFFER IS ACCEPTED BY CITY**

Date: 8-26-93

By: \_\_\_\_\_  
City Official

David M. Griffith & Associates, Ltd.

Date: \_\_\_\_\_

By:   
Allan P. Burdick  
Vice President

Project #2109 A&B



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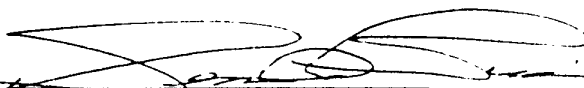
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By: \_\_\_\_\_  
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Date: \_\_\_\_\_

By:   
Allan P. Burdick  
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Project # 2109 A&B

CITY COUNCIL

PHILLIP A. PENNINO, Mayor  
JACK A. SIEGLOCK  
Mayor Pro Tempore  
RAY C. DAVENPORT  
STEPHEN J. MANN  
JOHN R. (Randy) SNIDER

# CITY OF LODI

CITY HALL, 221 WEST PINE STREET  
P.O. BOX 2006  
LODI, CALIFORNIA 95241-1910  
(209) 334-5634  
FAX (209) 333-6795

THOMAS A. PETERSON  
City Manager  
JENNIFER M. PERRIN  
City Clerk  
BOB McNATT  
City Attorney

December 1, 1993

Allan P. Burdick  
Vice President  
David M. Griffith and Associates, Ltd.  
5715 Marconi Avenue, Suite A  
Carmichael, CA 95608

Dear Mr. Burdick:

Enclosed herewith for your files please find fully executed agreement for your firm to provide State Mandated Cost Claiming services to the City of Lodi. The City Council adopted this agreement at its regular meeting of October 6, 1993.

If you have any questions regarding this matter, please feel free to contact my office.

Very truly yours,

  
Jennifer M. Perrin  
City Clerk

JMP

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OFFER IS MADE BY CONSULTANT

OFFER IS ACCEPTED BY CITY

Date: 8-26-93

By: Thos. A. Peterson  
City Official Thomas A. Peterson  
City Manager

David M. Griffith & Associates, Ltd.

Date: 12/1/93

By: \_\_\_\_\_

Allan P. Burdick  
Vice President

Project #2109 A&B

Attest: \_\_\_\_\_

Jennifer M. Perrin  
Jennifer M. Perrin  
City Clerk